# VOCALOID4 VOICE LIBRARY 'DAINA" - END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS AMONG YOU (AS AN INDIVIDUAL OR LEGAL ENTITY), ZERO-G LIMITED ("ZERO-G") AND YAMAHA CORPORATION (INDIVIDUALLY "YAMAHA", TOGETHER WITH ZERO-G, "LICENSORS") REGARDING THIS VOICE LIBRARY ("VOICE LIBRARY").

YOU SHALL USE THIS VOICE LIBRARY IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS VOICE LIBRARY, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, WE ARE UNWILLING TO LICENSE THE USE OF VOICE LIBRARY TO YOU AND YOU SHOULD NOT USE THE VOICE LIBRARY.

IN THE EVENT THAT TERMS AND CONDITIONS DIFFERENT TO THOSE IN THIS AGREEMENT ARE ATTACHED IN ANY FUTURE VERSIONS, IMPROVEMENTS, DEVELOPMENTS, PROGRAMMING FIXES, UPDATES AND UPGRADES IN RELATION TO THIS VOICE LIBRARY ("UPDATES"), SUCH TERMS AND CONDITIONS OF THE UPDATES SHALL PREVAIL UNLESS OTHERWISE CLEARLY STIPULATED THEREIN.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS VOICE LIBRARY.

## Section 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Voice Library" means VOCALOID4 Library DAINA including any future versions, improvements, developments, programming fixes, updates and upgrades thereof. The words "VOCALOID" and "VOCALO" are the trademarks of Yamaha.

"Editor" means Yamaha's software which performs singing voice synthesis by reference to the Voice Library, including any future versions, improvements, developments, programming fixes, updates and upgrades thereof.

"Synthesized Singing" means any audio output produced by you, using the Editor and the Voice Library.

Under this Agreement, the Voice Library or Editor is construed to be "in use" on a computer or other device when it, or any part of it, is loaded into the temporary memory or installed in the permanent memory of that computer or device.

"Characters" mean an abstractive concept, the feature of which is embodied in pictorial copyrighted works such as the drawings on the package of the Voice Library.

## Section 2. GRANT OF LICENSE AND COPYRIGHT

1. Subject to the terms and conditions of this Agreement, Licensors hereby grant you a non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Voice Library.

2. You are entitled to use the Voice Library on one single computer only.

Section 3. SEPARATE ADDITIONAL LICENSE
You may use the Synthesized Singing produced by you for commercial or non-commercial purposes. However, if you wish to use the Synthesized Singing in any of the following ways or purposes, please in the first instance contact Licensors. Depending on the way or purpose of your intended use, a separate additional license from Licensors may be required (which may include license fee payments).

(1)Use for Products with Contract Representation
To use the Synthesized Singing commercially for any of the following products, coupled with Yamaha's trademark(s) such as "VOCALOID" or "VOCALO", product name of Voice Library or other similar expression ("Contract Representation") in whole or in part, by way of, including but not limited to, reproducing, distributing, performing and displaying such products to the public:
(a)products on which name(s) are credited as singer, artist, musical instrument and the like, together with the Contract Representation;
(b)products of which packaging and/or promotion materials bear the Contract Representation; or
(c)audiovisual works/products with Contract Representation shown in end-title roll or otherwise visible to the public.

(2)Use in Commercial Karaoke
To use the Synthesized Singing in a commercial Karaoke or similar service/system to provide vocals including backing vocals, including use to create commercial Karaoke software, Karaoke hardware, and internet-based Karaoke products systems and services.

(3) Use as Telephone Ringtones or Alerts/Signals for Commercial Purposes
To use the Synthesized Singing commercially as telephone ringtones or as audio alerts or signals in telephone or telecommunication equipment, except when used in combination with other musical instruments or sounds within a musical composition.

(4)Use as Built-in Voice or Sound for Electronic Devices etc.
To use the Synthesized Singing as built-in voice or sound for consumer electronics products, robots, car navigation system, gambling machines, musical instruments, computer software, game software, or any other hardware and software products.

(5)Use in Commercial Audiovisual Works
To use the Synthesized Singing in commercial audiovisual works (including motion pictures), as if person(s) or animation character(s) therein are singing or performing.

(6)Use by Legal Entities in CDs/DVDs etc.
To use the Synthesized Singing in CDs/DVDs or other recordable media produced and used by legal entities for commercial purposes, and reproducing, distributing, performing, or displaying such media to the public.

(7)Use by Commercial Entities for Public Transmission
To use the Synthesized Singing by legal entities for broadcasting, cable broadcasting, webcasting, internet delivery or any other modes of transmission,

except for permitted use under subsection (3) above.

Section 4. PROHIBITED USES
The following uses of the Voice Library and/or Synthesized Singing are prohibited hereunder (except for the uses permitted by copyright laws or other applicable laws and regulations):-

(1) to publish or distribute in any manner the Synthesized Singing which includes lyrics against public policy.

(2) to publish or distribute in any manner the Synthesized Singing which might violate the publicity or other personal rights of any third party including the original singer (voice artist) of the Voice Library.

(3) to use and distribute the Voice Library or any part thereof as a component of your software or the third party's software.

(4) to engage in reverse engineering, disassembling, decompiling or otherwise deriving a source code form of the Voice Library by any method whatsoever.

(5) to (i) reproduce or duplicate any part of the Voice Library, regardless of whether as it exists on the included disc(s) or by any means of reformatting, mixing, filtering, re-synthesizing, processing or otherwise editing for use in another product or for resale, or in any way that may enable others to obtain a copy of the Voice Library, (ii) distribute the Voice Library or any part thereof on a public bulletin board, ftp site, World Wide Web site, or by any other means, (iii) electronically transfer or post the Voice Library or any part thereof to another person or group of persons over the internet or place it or any part thereof in a computer/sampler network to be accessed by multiple users, or (iv) reproduce, modify, change, rent, lease, or distribute the Voice Library in whole or in part, or create derivative works thereof.

(6) to resell the Voice Library to a third party as a used product.

(7) to leave the Voice Library unattended and operable by a bystander .

(8) to remove, alter or make illegible the copyright notices on the Voice Library.

(9) to use for a third party, or to provide for a third party to use, the Voice Library as part of recording studio or rental company services.

(10) to breach any terms and conditions of this Agreement.

Section 5. COPYRIGHT AND OWNERSHIP
1. You agree that any and all rights, titles and interests in the Voice Library, including all copyrights and other intellectual property rights therein, shall at all times remain solely and exclusively with Licensors and protected by relevant copyright laws, trade secret laws, and all applicable international treaty provisions.

2. All rights and interests not expressly granted to you hereunder are reserved by Licensors, and nothing in this Agreement shall be construed as assignment or transfer to you of the Licensors' rights, titles or interests in whole or in part. The

license granted hereunder is personal to you and neither it nor any of the rights nor obligations under this Agreement may be assigned, sublicensed or otherwise encumbered by you to any third party.

Section 6. LIMITED WARRANTY
1. LICENSORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE VOICE LIBRARY OR SYNTHESIZED SINGING, OR ABOUT ANY CONTENT OR INFORMATION LICENSORS HAVE PROVIDED FOR ANY PURPOSE. THE VOICE LIBRARY IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

2. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE VOICE LIBRARY REMAINS WITH YOU. LICENSORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE VOICE LIBRARY OR ANY DOCUMENTATION ATTACHED THERETO.

3. THIS WARRANTY IS GIVEN IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, AND COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED BY THE FULLEST EXTENT PERMITTED BY LAW.

Section 7. LIMITATION OF LIABILITY
1. NEITHER LICENSORS (INCLUDING ITS SUPPLIERS, DEALERS, DISTRIBUTORS AND AGENTS) NOR THEIR RESPECTIVE EMPLOYEES SHALL BE LIABLE FOR:-

(1) ANY CLAIM, SUIT OR DAMAGES OF ANY SORT (WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, SUCH AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA ARISING OUT OF THE USE OF THE VOICE LIBRARY OR THE SYNTHESIZED SINGING, REGARDLESS OF WHETHER LICENSORS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), OR
(2) ANY CLAIM OR SUIT BY A THIRD PARTY FOR, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT AND DAMAGES.

2. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF LICENSORS BE IN EXCESS OF THE AMOUNT YOU HAVE PAID FOR THIS VOICE LIBRARY.

Section 8. TERMINATION
1. This Agreement shall terminate automatically upon occurrence of any of the following events:-

(1) You fail to comply with any provisions of this Agreement;

(2) Licensors at any time deliver notification of termination to you; or

(3) You at any time destroy, erase and uninstall the Voice Library and all the copies thereof in your possession.

In the event of (1) above, Licensors shall not be prevented from taking any legal action against you, including claims for damages.

2. Upon termination, you agree to destroy the Voice Library and all the copies thereof in your possession.

3. In the event of termination, the sections 3 to 10 of this Agreement shall survive.

Section 9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of Japan. If any provision of this Agreement is found illegal, invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in full force and effect.

Section 10. JURISDICTION
Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan without reference to conflicts of laws principles.

Section 11. REVISION OF THE AGREEMENT
You agree that this Agreement is the complete and exclusive statement among the parties and supersede all other prior communications or agreements among the parties relating to the subject matter of this Agreement. Licensor may at any time revise this Agreement, and you agree to be bound by this Agreement in the latest form by accepting any such revisions notified by Licensors or continue to use the Voice Library knowing such revisions thereafter.